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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

CHERYL MARTIN,
Plaintiff,

v.

JUDY HODGKINS, individually,
Defendant.

Case No. 2:11-CV-1113 ECR-CWH

STIPULATED PROTECTIVE ORDER

Plaintiff CHERYL MARTIN and Defendant JUDY HODGKINS agree through their respective attorneys of record as follows:

1. The parties respectfully request that this Court enter a protective order to govern dissemination of any and all protected health information of Defendant Judy Hodgkins.

2. This Order shall apply to all records, if any, produced by Judy Hodgkins's doctors, treaters, hospitals, or other health care providers in response to subpoenas issued to them in this matter. All documents produced by Hodgkins's health care providers is hereby designated as "Confidential Health Information."

3. No additional designation need be made by any party for Hodgkins's Confidential Health Information to be deemed subject to this protective order.

1 4. Hodgkins's Confidential Health Information shall not be used or disclosed
2 by the parties or their counsel or any person acting on their behalf to any other persons
3 except as provided for hereinafter, or for any other purposes whatsoever other than the
4 preparation and trial of this action and any appeal herein.

5 5. The counsel for parties hereto and the parties themselves shall not disclose
6 or permit the disclosure of any of Hodgkins's Confidential Health Information to any other
7 person or entity, except in the following circumstances:

8 (a) Disclosure may be made to employees of counsel who have direct
9 functional responsibility for assisting in the preparation and trial of
10 this action or any appeal herein. Any employee to whom disclosure
11 is made shall be advised of, shall become subject to, and shall agree
12 in advance of disclosure to, the provisions of this Stipulation and
13 Protective Order requiring that the material and information be held
14 in confidence.

15 (b) Disclosure may be made to consultants or experts (hereinafter
16 "expert") employed by their counsel to assist in the preparation and
17 trial of this litigation. Prior to disclosure to any expert, the expert
18 must agree to be bound by the terms of this Stipulation and Protective
19 Order by executing the Confidentiality Agreement annexed hereto as
20 Exhibit "A." A copy of each executed Confidentiality Agreement
21 shall be furnished to the expert if and when the expert is identified as
22 a testifying expert. A copy of each executed Confidentiality
23 Agreement not otherwise previously provided shall be furnished to
24 counsel prior to trial of this action. *Retraactive per 2/8/12*
hearing

25 (c) Disclosure may be made to the parties by counsel to the extent
26 required for assisting in the preparation and trial of this action or any
27 appeal herein. To the extent such disclosure is made, the parties shall
28 be advised of, shall become subject to, and shall agree in advance of

1 disclosure to, the provisions of this Stipulation and Protective Order
2 requiring that the material and injunction be held as confidence and
3 shall execute the Confidentiality Agreement annexed hereto as
4 Exhibit "A".

5 6. Counsel shall keep all Hodgkins's Confidential Health Information which
6 is received or covered under this Stipulation and Protective Order within its exclusive
7 possession and control, except as provided hereinafter in paragraph 7, and shall
8 immediately place such material and information in a secure location.

9 7. Any person having access to Hodgkins's Confidential Health Information
10 shall similarly treat any extracts, summaries, or descriptions of the material or information
11 or any portion or copies thereof as confidential. Further, no person having access to
12 Hodgkins's Confidential Health Information shall make any copy, extract, summary, or
13 description of the material or information or any portion thereof, except for copies,
14 extracts, summaries or descriptions maintained in counsel's offices and/or furnished
15 counsel to consultants or experts or consultants in preparation for deposition at trial.

16 8. Material or information claimed to be Hodgkins' Confidential Health
17 Information that is subject to a dispute as to whether it is in fact confidential material or
18 information shall, until further order of the Court, be treated as confidential in accordance
19 with the provisions of this Stipulation and Protective Order. Any objection to the
20 classification of a document as "confidential" may be brought by noticed motion or ex
21 parte, with notice pursuant to Local Rules and/or the Rules of Civil Procedure. If only part
22 of document is claimed to be confidential, counsel shall redact said part and produce the
23 document in redacted form. Counsel shall meet and confer on any disputed claim of
24 confidentiality before presenting the matter to court for resolution.

25 9. If, during trial or in connection with any motion or other proceeding, any
26 party intends to offer into evidence any documents, exhibits, or other materials that reveal
27 or may tend to reveal Hodgkins' Confidential Health Information, either counsel shall so
28 inform the opposing counsel not less than five (5) business days before the material is so

1 offered in such trial, motion or other proceeding to allow the party and his counsel to
 2 consider whether the evidence is of such a nature that it should be protected from entry into
 3 the public record. Upon the request of either counsel, the evidence shall be submitted *in*
 4 *camera*. The evidence shall be sealed unless the Court determines that the evidence may
 5 be used by the offering party in a non-sealed manner. Any proceedings involving
 6 disclosure of the evidence shall be held *in camera* and not placed in the public record.

7 10. Upon final termination of this action, whether by judgment, settlement or
 8 otherwise, each counsel shall return all materials in their possession or subject to their
 9 control (including but not limited to materials furnished to consultants and/or experts) that
 10 constitutes or was part of Hodgkins's Confidential Health Information to Hodgkins's
 11 undersigned counsel of record, at 1120 Town Center Drive, Suite 220, Las Vegas, Nevada
 12 89144. All copies of Hodgkins's Confidential Health Information are to be either returned
 13 to Hodgkins's attorneys or destroyed.

14 DATED: February 8, 2012

STUTZ ARTIANO SHINOFF & HOLTZ
 A Professional Corporation

16 By: 
 17 James F. Holtz
 18 Scott J. Ingold
 Attorneys for Defendant JUDY HODGKINS

19 DATED: February 8, 2012

ROGERS, MASTRANGELO, CARVALHO &
 MITCHELL

21 By: 
 22 DANIEL E. CARVALHO, ESQ.
 23 Attorney for Plaintiff CHERYL MARTIN

24 **ORDER**

25 IT IS SO ORDERED:

26 DATED: February 10, 2012

27 
 28 UNITED STATES MAGISTRATE JUDGE

Exhibit A

CONFIDENTIALITY AGREEMENT

The undersigned hereby acknowledges that he/she read the **Confidentiality Stipulation and Protective Order** executed by the attorneys of record for the parties in the action presently pending in the United States District Court for the District of Nevada entitled **Cheryl Martin v. Judy Hodgkins**, Case No. 3 2:11-CV-1113 ECR-CWH, understands the terms thereof, and agrees, upon threat of penalty of contempt, to be bound by such terms.

DATED: _____

Print Name and Title

1 **STUTZ ARTIANO SHINOFF & HOLTZ, A.P.C.**

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6

7 UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA
8 CASE NO.: 2:11-CV-1113 ECR-CWH

9 **CERTIFICATE OF ELECTRONIC SERVICE**

10 Pursuant to LR 5-4, I hereby certify that on the February 9, 2012, I served a true and correct
11 copy of the above and foregoing **STIPULATED PROTECTIVE ORDER** via CM/ECF
12 described above on designated recipients through electronic transmission of said documents, a
13 certified receipt is issued to filing party acknowledging receipt by CM/ECF's system. Once
14 CM/ECF has served all designated recipients, proof of electronic service is returned to the filing
15 party.

16
17 On:

18 **Attorneys for Plaintiff**

Daniel E. Carvalho, Esq.
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20 Las Vegas, NV 89101
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23 
Jennifer L. Wolber
24 An Employee of STUTZ ARTIANO SHINOFF & HOLTZ
25
26
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